subscribed for and was issued fifty shares of stock. Notwithstanding a vote of the stockholders that stock should be issued only for cash, the directors voted that the promoter be given the fifty shares in payment for his services, which were worth more than the stock. The promoter sold the stock. The corporation now sues the promoter for the par value of the stock. *Held*, that the corporation may not recover. *Union German Silver Co.* v. *Bronson*, 102 Atl. 647 (Conn.).

The promoter, as a subscriber, owed the corporation for the stock. There was no common-law release of this obligation. It is doubtful whether the mere vote of the directors would be enough to excuse the subscriber from his obligation to pay. The promoter had no enforceable claim prior to the vote of the directors. No charter or statutory provision had changed that rule. A corporation may adopt by express or implied adoption obligations incurred for its benefit. *Van Noy* v. *Central, etc. Ins. Co.*, 168 Mo. App. 287, 153 S. W. 1090; *McArthur* v. *Times Printing Co.*, 48 Minn. 319, 51 N. W. 216. *Cf. Koppel* v. *Massachusetts Brick Co.*, 192 Mass. 223, 78 N. E. 128. See 3 COOK, CORPORATIONS, 7 ed., § 651. See also H. S. Richards, "Liability of Corporations on Contracts made by Promoters," 19 HARV. L. REV. 97. There can be no implied adoption where the corporation has no opportunity to reject the benefits conferred. The use of the term "ratification" is unfortunate. Ratification presupposes a principal existing at the time of the agent's action. Directors generally are allowed to pay the reasonable value of services rendered by promoters. *Smith* v. *New Hartford Water Co.*, 73 Conn. 626, 48 Atl. 754. See EHRICH, PROMOTERS, § 165; ALGER, PROMOTERS AND PROMOTION OF CORPORATIONS, § 218; 1 LINDLEY, COMPANIES, 6 ed., 196. Had they not been inhibited, the directors might have compromised the promoter's claim by giving him stock. The court reaches a rough-and-ready sort of justice by saying that the corporation by bringing suit has waived any irregularity in the issue of the stock, and that this makes the adoption by the directors effective. The opinion is not convincing on the point of the promoter's defense to his obligation on his stock subscription.

EQUITY — JURISDICTION — PROTECTION OF RIGHTS OF PERSONALITY. — Plaintiff claiming to be an alien not subject to the Conscription Act, sought an injunction restraining defendants, members of a local draft board, from certifying him for military service. *Held*, that equity has no jurisdiction to "enforce mere personal rights as distinguished from property rights." *Angelus* v. *Sullivan*, 246 Fed. 54.

In support of its statement respecting equity jurisdiction the court cites cases which may be divided into two main classes. In the first class are cases in which an injunction was granted because the court could find interference with a property right or a breach of trust. *In re Debs*, 158 U. S. 564; *Truax* v. *Raich*, 239 U. S. 33; *Corliss* v. *Walker*, 57 Fed. 434; *Vanderbilt* v. *Mitchell*, 72 N. J. Eq. 910, 67 Atl. 97. It is apparent that such cases are not authority as decisions that equity has no jurisdiction to enforce personal rights. The second class is made up of cases in which the court is asked to protect political interests, and this class includes a majority of the cases cited by the court. It is fair to say that the courts are more seriously troubled by the fact that no legal rights are involved in this class of cases, than by the fact that only a right of personality is violated. Some courts apparently recognize the possibility of real legal rights of a political nature coming into existence, so refuse to say broadly that equity has no jurisdiction. *Winnett* v. *Adams*, 71 Neb. 817, 99 N. W. 681. Another kind of authority that does not commend itself is that of a case overruled by a statute of the same jurisdiction. *Roberson* v. *Rochester Folding Box Co.*, 171 N. Y. 538, 64 N. E. 442. See N. Y. CONSOL. LAWS, c. 6, §§ 50, 51. If the authority of decisions is lacking on the juris-

diction of equity to protect rights of personality a dictum expressed with the problem clearly in mind seems preferable. *Vanderbilt* v. *Mitchell*, *supra*. See 21 HARV. L. REV. 54. The court's broad statement, which it seems was not absolutely necessary to a decision, is unfortunate, for it has no very firm standing either on authority or principle. See Roscoe Pound, "Interests of Personality," 28 HARV. L. REV. 343.

EQUITABLE EASEMENTS — CONSTITUTIONAL LAW — EFFECT OF CHANGED CONDITIONS UPON EQUITABLE SERVITUDES. — A statute conferred jurisdiction on a court to determine whether or not "equitable restrictions arising under contracts, deeds, or other instruments limiting or restraining the use or the manner of using land" were enforceable. If such enforcement were found to be inequitable, the court should register the titles to the land free from the restrictions. If the restrictions, however, were valid, though thus unenforceable, and it was found that any person or property entitled to the benefits of the restrictions would be damaged by the non-enforcement, such damages should be assessed and the registration of this unrestricted title be conditioned on the payment of these damages by the petitioner. Land belonging to the petitioner was subject to building restrictions, put on for the benefit of adjoining land belonging to the respondent, in the expectation that this would be a residence district. The neighborhood, however, became suited only to business purposes, and a petition was brought for the registration of title free from these restrictions. *Held*, that the statute as applied to these facts was unconstitutional, in that it provided for the taking of private property for a private purpose. *Riverbank Improvement Co.* v. *Chadwick*, 228 Mass. 243, 117 N. E. 244.

For a discussion of this case see Notes, page 878.

EVIDENCE — PROOF OF FOREIGN LAW — A QUESTION FOR THE COURT. — Defendant negligently caused plaintiff mental anxiety and distress, resulting in physical suffering. The act was committed in Ontario. *Held*, that foreign law is a question of fact for the trial court; that the question is not what has been previously held in the foreign jurisdiction, but what would the decision be if the case arose there today. *Hansen* v. *Grand Trunk Ry.*, 102 Atl. 625 (N. H.).

The decision of a lower court of the foreign jurisdiction is not conclusive evidence of the foreign law. *Schmaltz* v. *York Mfg. Co.*, 204 Pa. 1, 53 Atl. 522. See 16 HARV L. REV. 452. But the decision of the highest court is generally so regarded. *Schmaltz* v. *York Mfg. Co.*, *supra*; *Sealy* v. *M. K. & T. Ry.*, 84 Kan. 479, 114 Pac. 1077. It is conceivable, however, that even such an adjudication may be erroneous, or may have become inapplicable and obsolete. This seems to be the attitude of the court in the principal case. Nor is their position unwarranted. There is a previous decision of the Privy Council on the question here involved. *Victorian Ry. Com.* v. *Coultas*, 13 A. C. 222. It has been severely criticized and expressly repudiated, though no opportunity has arisen to limit or overrule it. See *Dulieu* v. *White*, [1901] 2 K. B. 669. The holding that where the evidence of foreign law includes conflicting expert testimony, the question is nevertheless for the court, is quite modern. Where the problem is simply the construction of a statute or the interpretation of consistent decisions, it is generally agreed that this is within the province of the court. *Bradley* v. *Bentley*, 85 Vt. 412, 82 Atl. 669. See *Bank of China* v. *Morse*, 168 N. Y. 458, 470, 61 N. E. 774, 777. But where the decisions are conflicting, some courts hold that the question is for the jury. *Hancock Nat. Bank* v. *Ellis*, 172 Mass. 39, 51 N. E. 207. The increasing weight of authority, however, is that in such a situation the question is for the court. *Collins* v. *Norfolk & W. Ry. Co.*, 152 Ky. 755, 154 S. W. 37;